# **EXHIBIT 4**

# Independent Contractor Agreement

This AGREEMENT (the "Agreement") made on this 7th day of April,

2010, by and between AMcomm Telecommunications Inc., a Michigan
corporation (hereinafter"Company") and After Michaels Co.

Share Michaels Counce (hereinafter" Contractor").

# WITNESSETH:

WHEREAS, Company desires to have certain work in connection with its services rendered with respect to voice, video and data to various cable, phone and internet services provider clients

WHEREAS, Contractor desires and is able to perform such tasks upon the terms and conditions hereafter set forth;

NOW THEREFORE, the parties hereto, intending to be legally bound hereby agree as follows:

#### 1. The Work

- 1.1 The company engages you as an independent contractor to provide services for the construction and installation of underground, aerial and commercial communication services.
- 1.2 In this capacity your duties shall include performing all related work with respect to the orders made available by and accepted from the company.
- 1.3 Independent contractor has specifically held himself to this company and the public as an individual ready and able to perform the work required by this agreement.
- 1.4 Independent contractor may complete its work in any manner it wishes as long as this work is done with the highest quality, by experienced and well trained personnel in accordance with our client's expectation and industry standards.

# 2. Independent Contractor

- 2.1. Contractor shall furnish all labor, transportation, tools and equipment necessary to perform the Work. It is specifically contemplated and agreed between the parties hereto that Contractor shall perform the Work as an independent contractor as that term is legally defined. If independent elects to lease or purchase any such equipment from company, independent agrees to have cost of these agreements deducted from monies due on invoice and understands company will only sell or lease this equipment as they are not the companies' direct employee.
- 2.2. It is specifically intended by the parties that the relationship herein created is that of contractor and independent contractor. The independent contractor understands and agrees he / she is not to be considered an employee of AMComm Telecommunications Inc.

#### 3. Compliance with Laws

3.1 The Work shall be constructed and completed in strict compliance with all applicable laws, ordinances, rules regulations and agreements

08/07 including, without limitation those established by the Communications Commission; the Federal Aviation Administration; the National Electric Code of the National Fire Protection Association; the National Electric Safety Code; the Occupational Safety and Health Administration; the Immigration Reform and Control Act of 1984; applicable utility company pole attachment or joint user agreements; franchises granted to the Company which cover the area in which the Work is to be done; and all other entities or agencies having jurisdiction over the Work or any aspect thereof.

- Company shall have the right, but not the duty, to enter upon the Work site and to conduct inspections of the Work at any time, to insure compliance with this Agreement. If any deficiencies are noted, Company may order reasonable corrections on the spot. Notwithstanding the foregoing, Contractor shall have the sole right to determine the manner in which the Work is to be performed.
  - 4. Employees of Contractor
- 4.1 Contractor will, at all times, conduct its operations in such a manner that its actions will not jeopardize Company's relations with the community or its client. Contractor will employ only such employees as Company deems competent and upon request of Company will dismiss such employees as Company may deem incompetent. Competence for performance shall include, but not be limited to, technical skills and customer relations. Contractor shall have a competent supervisor, who may be contacted at all times, who is acceptable to Company and who shall have authority to act for Contractor in all matters pertaining to this Agreement. give the job such personal supervision as is deemed necessary by Company to insure that all work is properly prepared and carried out in accordance with Company's specifications and schedules and to insure a good and workmanlike
- Contractor may not sub-contract any portion of the Work to be performed hereunder without the prior written approval of Company. All such permitted subcontracts shall provide that any subcontractor shall be bound by, and to the extent applicable perform, all the terms and conditions of this Agreement, including Exhibits. No subcontracting of the Work shall release Contractor from any of its obligations contained in this Agreement.
- To the extent Contractor employs others it agrees to comply with the EEO provisions of The Cable Communications Policy Act of 1984 and the Company's EEO Program which require contractors to seek the broadest recruitment base in order that a representative cross section of employees might be obtained. It is Company's policy to afford equal employment opportunity to qualified individuals regardless of their race, color, religion, gender, national origin, martial status, age, non-disqualifying physical or mental handicap, or who are disabled veterans or veterans of the Vietnam War, and to conform to applicable laws and regulations.
- Contractor acknowledges that it has been provided with the Company's Alcohol and Drug Free Policy ("Alcohol/Drug Policy"). Contractor agrees to comply, and to cause its employees, sub-contractors and subcontractors' employees to comply with provisions of the Alcohol/Drug Policy.

The following constitute violations of the Alcohol/Drug Policy:

- The possession, distribution (selling or otherwise), manufacture or use of any illicit drugs while on Company premises, in Company vehicles or while on Company time.
- Consuming alcoholic beverages while on Company time/property, or from bringing them onto Company premises, except in connection with specific Company-authorized events.
- The abuse of prescription drugs, or their possession and/or abuse Page 2 of 14 Initial & M

by any person other than the person for whom the drug is prescribed.

(d) Working under the influence of alcohol and/or illicit drugs.
Violation of the Alcohol/Drug Policy shall be a breach of this
agreement and Company may elect to terminate this agreement for any
such breach.

## 5. Schedule

Time is of the essence with respect to Contractor's performance of its obligations pursuant to this Agreement. Work issued for daily installations is work that has been scheduled by our clients as work for the day, this work is extended to you in the same manner and must be accomplished if taken. If, in the opinion of Company, in order to maintain the schedule for completion becomes necessary for Contractor to work after regular working hours and/or to increase the size of its work force, Contractor shall take such steps without additional cost to Company, or Company at its option, may hire such additional personnel as it deems necessary under the circumstances and all costs and expenses associated therewith shall be reimbursed by Contractor.

# 6. Payment

- 6.1 Company shall pay Contractor for the work agreed to be performed hereunder at the rates set forth in attached price schedules. Contractor shall be responsible for paying all applicable taxes to the taxing
- 6.2 Company will pay independent contractor a fixed price for each properly completed job tasks, pursuant to the attached agreed schedule of piece pricing "Price addendum A". Payments on invoice terms will generally be made within fourteen days after acceptance by the company of work completed by proper invoice submitted with proper documentation that is signed by an AMcomm supervisor and or its clients. Independent contractor understand and agrees that the work performed under this agreement is based on client accepted piece pricing and will only invoice for work that has been approved by companies client as billable by AMcomm Telecommunications Inc. and will hold harmless for non payment of any such services deemed unpayable to the company by its client. Independent contractor will have seven days from receipt of client billing documentation to dispute any rejected items and will forgo any such arguments after such time has lapsed. Independent contractor is fully responsible in maintaining their own records and back up documentation for such payments and should not rely on AMcomm to keep track of such records.
- 6.3 Independent contractor understands and agrees that upon termination of this agreement, AMcomm may elect to hold payment on any open invoice balance for the purposes of verifying, auditing, inspecting, correcting or repairing of any open independent contractor responsibilities and or customer damages in accordance with this agreement for up to 365 days. At that time, should any issues still remain unresolved or open invoices are deemed un-payable, AMcomm will supply its position of non payment in righting upon written request by independent contractor. Independent contractor agrees to waive any and all rights he/she may have to any mechanics or similar liens against will not be unreasonably withheld without just cause or relating to any open customer damage or clients hold issues.
- 6.4 Contractor shall not be entitled to any payment for Work which is not in compliance with any of the specifications attached as an Exhibit to this



Agreement or for work not performed pursuant to the warranty of Contractor set forth in paragraph 9 hereof.

- Contractor shall pay before delinquent all costs for work done in connection with the Company's property. Contractor warrants that upon receipt of final payment it will turn over the Work, to Company in good condition, free and clear from all claims, encumbrances and liens arising out of the performance of this Agreement, and agrees to indemnify and hold Company harmless from any and all claims and demands arising therefrom. warranty and indemnification contained in the preceding sentence shall survive the termination of this Agreement.
  - Force Majeure

If the performance by Contractor or Company of any of the provisions of this Agreement shall be delayed or prevented by governmental order or decree, riot, fire, flood, acts of God (excepting foreseeable weather conditions) or by any other cause beyond the control of Contractor, then the time for completion shall be extended until such cause is removed.

Training

Contractor and or field employees shall, at the request of Company, must attend instruction sessions to be given by Company for the purpose of learning and adhering to the specifications attached hereto and made a part hereof.

- 9. Warranties
- Contractor warrants that the Work performed by it will be good and workmanlike and free from defects and will conform to Company's specifications. For a period of one year after final acceptance of the Work by Company Contractor will, at its own risk and expense, correct any and all defects made known to it by Company during the warranty period.
- It is the specific intention of the parties hereto that Contractor's warranty shall extend only to Work performed by Contractor and or its subcontractors. There is no intention for Contractor to warrant the quality of materials or equipment supplied by Company. Contractor shall and does hereby assign all warranties that it receives from suppliers or manufacturers of materials and equipment to Company in relationship to this Agreement.
- Contractor warrants and represents that it is familiar with the proposed procedures and methods of performing the Work, that it is experienced in performing such work and has available sufficient personnel and equipment to perform the Work in an efficient and timely manner.
- 9.4 . Contractor represents and warrants that it has inspected and is familiar with the construction area and the construction procedures and methods required by Company, has reviewed the proposed Work, Worksite and the Specifications and is familiar with and understands their requirements. No damages or additional compensation shall be paid to Contractor for additional costs caused by obstructions or conditions that would have been reasonably discoverable by an on-the-job survey or on-site inspection of the construction area in advance of the execution of this Agreement or which might commonly be expected to exist in the construction area. The price or prices stated shall be deemed to have been based on information derived from such an actual survey or inspection of the construction area and upon knowledge of conditions existing in the construction area.
- 9.5 Contract or covenants and represents that it is now, and will be at all times during the performance of this Agreement, licensed or authorized by all appropriate governmental and regulatory bodies to perform lawfully all of the Work.

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- 10 Changes and Extras
- 10.1 Company, at its option, may increase or decrease the total volume of Work to be performed by Contractor.
- 10.2 Contractor shall perform Work for which there is no price included in this Agreement whenever it is deemed necessary or desirable by Company to complete the project satisfactorily, and such extra Work shall be performed in accordance with the Specifications and as directed by Company's representative, provided, however, that before any extra Work is begun a written order from Company's representative shall be given to the Contractor. No extra Work will be paid for unless ordered in writing by Company.
- 10.3 Extra Work and material will be paid for at unit prices or in a lump sum agreed to in writing by Company's representative and the Contractor's representative before the extra Work is commenced. Payments for extra Work will be subject to the provisions of Paragraph 6 hereof.
  - 11. Termination by Company

For any reason, including convenience of the Company, with or without cause, Company shall be entitled to either permanently or temporarily stop performance of the Contractor hereunder without any expressed advance notice to the Contractor. In such event the Contractor shall be paid for all Work completed as of the date specified in the stop work notice and which is in compliance with the specifications attached hereto.

- 12. Default by Contractor
- 12.1 If the Contractor shall fail to begin or to prosecute the Work in a timely manner under this Agreement; or shall fail to perform the Work with sufficient workmen; or shall perform the Work unsatisfactorily; or shall neglect or refuse to remove materials; or performs the Work in such a manner as to cause it to be defective or unsuitable; or shall discontinue the prosecution of the Work without proper cause; or shall become insolvent or be declared bankrupt; or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors; or shall fail to comply with any provision of this Agreement or the Exhibits attached hereto; or for any other reason, shall not carry on the Work in an acceptable manner, then Company's representative shall advise the Contractor of such default and direct the Contractor to correct it. If the Contractor shall not correct such default within three (3) days after receipt of such notice, Company may take the prosecution of the Work out of the hands of the Contractor, use any raw materials or equipment on the job site or in storage as may be suitable and acceptable, enter into agreement with another contractor for the completion of the project, or take such other reasonable actions as in the opinion of Company shall be required for the completion of All damages and costs incurred by Company, together with all costs of completing the Work under the contract, shall be deducted from any monies due or which may be coming to the Contractor. In the event that the expense so incurred by Company shall be less than the sum which would have been payable under the contract if the Work had been completed by the Contractor, the Contractor shall be entitled to receive the difference. the event such expense shall exceed the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to Company the full amount of such expense within ten (10) days following receipt of written notice from Company of such excess.

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- 13 Insurance
- 13.1 Contractor and, unless otherwise specified by Company in writing, each of Contractor's subcontractors, shall obtain and maintain throughout the term of this Agreement insurance with coverage and limits as follows:
- (a) Workers Compensation and Occupational Disease Insurance: At statutory limits as provided by the state in which the Work is to be performed, and Employer's Liability Insurance at a limit of not less than Three Hundred Thousand Dollars (\$300,000) for all damages arising from each accident or occupational disease.
- (b) Comprehensive General Liability Insurance: Covering Operations and Premises Liability; Contractor's Protective Liability; Completed Operations; Product Liability; Contractual Liability; Personal Injury; Property Damage caused by explosion, collapse and underground damage; and Broad-Form Property Damage Endorsement. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) combined single limit of liability.
- (c) Comprehensive Automobile Liability Insurance: Covering all owned, hired or non-owned vehicles, including the loading or unloading thereof, with limits no less that One Million Dollars (\$1,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage.
- 13.2 All such insurance shall be carried in companies satisfactory to Company and licensed to do business in the jurisdiction where the Work hereunder is to be performed, and the policies shall name Company and its employees and agents as additional insured parties.
- 13.3 CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS AGREEMENT UNTIL IT HAS OBTAINED ALL INSURANCE REQUIRED HEREUNDER AND CERTIFICATES EVIDENCING SUCH INSURANCE IN THE FORM SET FORTH HAS BEEN SUBMITTED TO AND APPROVED BY COMPANY.

Contractor shall not allow any subcontractor to commence Work until such subcontractor has obtained the same insurance, nor shall Contractor make any other arrangement with anyone for the performance of any Work contemplated hereby which does not embody the substance of these provisions concerning insurance protection for Company. Renewal certificates of insurance must be filed prior to policy expiration so that a current certificate is on file with Company at all times during the term of this Agreement.

- 13.4 Contractor agrees that Company may, from time to time during the term of this Agreement, require that additional insurance be obtained and maintained in amounts reasonably related to the scope and the nature of the construction being undertaken.
- 13.5 Each policy shall provide that it will not be canceled or amended except after thirty (30) days advance written notice to Company, mailed to the address indicated herein, and the policy, policy endorsements and certificates of insurance shall contain the following endorsement. "It is hereby understood and agreed that any material change to this policy, cancellation of this policy, or the intention not to renew the policy shall not be effective unless notice thereof has been provided to Company by registered mail at least thirty (30) days prior to such change, cancellation or non-renewal."
- 13.6 In the event of any cancellation or any policy change not acceptable to Company, Company reserves the right to provide replacement insurance coverage and to charge any premium expense therefore to Contractor and to deduct such cost from any amounts due or to become due to Contractor at a minimum administrative and cost fee of 15% of contractors gross billable amounts hereunder.

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- 13.7 The liability of Contractor shall not be limited by said insurance policies or the recovery of any amounts thereunder.
  - Indemnification
- 14.1 Contractor shall indemnify, defend and hold harmless Company, its clients, employees and agents, from and against:
- All mechanics' and materialmen's liens, and all costs, attorneys' fees and expenses incurred in connection with any such liens which arise by reason of or are related to the Work or any part thereof; and
- All claims, liability, fines, penalties, damages, losses, costs, expenses, actions, suits, judgments and executions (including but not limited to attorneys' fees) arising out of or in connection with any of the following:
- (i) Any injury, damage or loss to persons (including, without limitation, injury to Contractor or it's employees and the employees of any Subcontractor) or property, occurring during, arising from or in connection with: a) the Work; b) the entry upon or possession of the Work site by Contractor; c) The acts or omissions of Contractor, any Subcontractor or the agents, employees, invitees of Contractor or any other person for whom Contractor or any Subcontractor is responsible; or
- The failure of Contractor to perform the Work in (ii) accordance with the Agreement or the Exhibits attached hereto.
- Any breach by Contractor or any subcontractor of any C. representation or warranty.
- Interference with interruption or change to any utility or facility caused by Contractor or any subcontractor.
- 14.2 Contractor's legal liability to Company for any of the matters contained herein, including, without limitation the indemnification obligation set forth in this paragraph 15, shall not be limited by the insurance policies required hereunder or the recovery of any amount thereunder.
- 15 Protection of Property; Cleaning Up and Restoration Contractor shall properly protect the equipment and the property where all work is to be done and Contractor shall take all necessary precautions for the safety of the employees on the job site. Contractor shall at all times keep all premises and premises adjoining where it is performing Work, driveways and streets clear of rubbish caused by Contractor's operation, and at completion of the Work shall remove all its tools, equipment, temporary work and surplus materials. In all events the job site shall be left clean and restored to the condition prior to the commencement of construction. If Contractor does not attend to such cleaning or restoration immediately upon request, Company may cause such cleaning or restoration to be done by others and charge the costs of same to Contractor.
  - 16. Miscellaneous
- 16.1 This Agreement, including any and all attached Exhibits, contains the entire agreement between Company and Contractor. There are no other agreements or understandings stated or implied except as contained herein. Contractor acknowledges that the Company has not made any promises of work or volume of work other than those which are specifically set forth in this This Agreement may not be modified or amended except by a written instrument executed by the parties hereto.
- 16.2 Any specific provision of the Exhibits shall prevail over any contradictory provision of this Agreement.
- 16.3 This Agreement shall be binding upon the heirs, executors, successors administrators and assigns of the parties hereto. This Agreement may not be assigned by Contractor in whole or in part, voluntarily or by Page 7 of 14 Initial

operation of law, without the prior written consent of Company.

- 16.4 Contractor understands and hereby agrees that the laws of the State of Michigan shall, to the extent legally permissible, govern the Work to be performed hereunder and the provisions of this Agreement.
- 16.5 The paragraph captions in this Agreement are for convenience and reference only and shall not in any way affect the meaning or interpretation of this Agreement.
- 16.6 Any waiver by Company of any default hereunder shall not be effective unless in writing and duly executed, and in no event shall constitute a waiver of any other default or breach of this Agreement.
- 16.7 It is specifically intended by the parties that the relationship herein created is that of prime contractor / company and independent contractor. The independent contractor is not to be considered an employee of AMcomm Telecommunications Inc.
- 16.8 Independents contractor agrees that he/she will not compete in any way shape or form with AMcomm Telecommunications Inc. as a "Contractor \ Subcontractor" to persons, companies, individuals or entities currently under contract with AMcomm Telecommunications Inc. or company's currently negotiating with AMcomm Telecommunications Inc. for a period of two (2) full year after termination of this agreement. Subcontractor agrees and understands that information given to complete projects is of a highly confidential and proprietary nature and will be discussed with no one not directly involved with the project unless authorized in righting by AMcomm Telecommunications Inc.
- 16.9 Independent contractor will satisfy any damage claims resulting in anyway from work covered by this agreement within forty eight (48) hours of notifications of the claim. Any resolution of such claims which is not satisfactory to both the subscriber or client and the independent will be arbitrated solely by AMcomm Telecommunications Inc. Independent contractor agrees to carry out the decision of the company at his/her own expense.
- 16.10 AFTER THE CONCLUSION OF EACH CALENDAR YEAR, THE COMPANY SHALL SUBMIT TO YOU A FORM 1099 AS AN INDEPENDENT CONTRACTOR INDICATING THE GROSS FEES PAID TO YOU DURING THE CALENDAR YEAR.
- 16.11 NEITHER AMCOMM TELECOMMUNICATIONS, INC. NOR THE INDEPENDENT CONTRACTOR SHALL BY REASON OF TERMINATION OF THIS AGREEMENT, BE LABILE TO THE OTHER FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS ON ANTICIPATED BUSINESS OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS OR COMMITMENTS IN CONNECTION WITH THIS AGREEMENT.
- 16.12 THE INDEPENDENT CONTRACTOR WILL DEFEND, INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM ALL CLAIMS OF ANY KIND MADE AGAINST THE COMPANY ARISING OUT OF THE INDEPENDENT CONTRACTOR'S BREACH OF ANY REPRESENTATION OR WARRANTY CONTAINED IN THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this contract to be executed by their duly authorized officers.

After Mid night Production Co. ("Independent Contractor") DBA or Corporate name
BY: Share Michaels DATE: 4.7.10
TITLE: Owner  Signed: Mills  Allowing States And States St
Signed: Mils
· // // // // // // // // // // // // //
AMcomm Telecommunications Inc. ("COMPANY")
BY: STECK Schultz DATE: 4/7/10
TITLE: O.C. O.C.
Signed:

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# SWORN STATEMENT

This is a sworn statement that (name) Share Michaels
Doing business as (DBA) After Midnight Productions Co.
listed as A ( $\chi$ ) Sole proprietor ( ) corporation ( ) other
Owned Registered in the county of Living ston , State
of Michigan, herby attest that any work being performed for AMcomm
Telecommunications, Inc. will be completed solely and without
employee's by Shane Michaels Title Owner
to complete any work issued by AMcomm telecommunications Inc.
Independent Contractor agrees to immediately notify AMcomm
Telecommunications, Inc. of any changes in this sworn statement
status should it arise.
or ss # 364 - 94 - 7857
You understand and agree that you must supply a copy of your
certificate of workers compensation insurance if your company is
currently or elect at a later time utilizing any employees to
complete work on behalf of AMcomm Telecommunications Inc. or if your
company is a registered Corporation / Partnership.
Share Michaels
St. Mulb 4.7-10
Name  Signature of contractor  Date  Date  1/2/10  1/2/10
Signature of Witness Date
ln.

# Contractors Clarification and Commitment Addendum to existing contract

# Paperwork and Check In procedures:

Our clients have very specific requirements on finalizing job completion paperwork. If paperwork is not done correctly, client will not pay for services rendered.

#### Common issues:

- 1. All paperwork must be filled out completely and in legible text.
- 2. Document your time in and out codes accurately
- 3. Document andurate signal levels at ground block, tap and first outlet on work order.
- 4. Customer acceptance signature on work order.
- 5. Additional work completed that is above beyond work order scope, I.e. Wall fishing, Additional Outlets, added converters on existing CATV locations. Our clients charge for various extra's and the subscriber may not see this charge until they get there first bill a month later. You must have these costs listed on the work order or reference additional items on attached form depending on client, with an additional matter agreeing to the charge or you will not be paid and or will be back charged for this error.
- 6. When installation requires a future drop burial, in addition to your work order you must fill out a drop bury request form supplied by some clients and submitted together at check in with your work order. This form must also be filled out in its entirety.
- 7. When installation requires equipment pick up we must fill out an equipment status tag supplied by client. This applies to all box swaps, bad equipment, stuck in hunt status, no digital channel status, no response, no guide and no power issues.
- 8. You have received a complete listing of system issued coding that coincides with the completed task at hand. It is your responsibility to properly code all work completed, our clients will not correct improper coding, and they may not pay for the services rendered on the job.

Paper work is just as important as the work completed! As agreed, It does not make since to complete the work and not get paid for it do to paperwork inaccuracies

## Contractor Check In:

Contractors are required to check in all day prior work completions by the following morning between the hours of 7:00 AM to 8:30 AM at the main AMcomm office. This is required even if you are not scheduled to work that following day, you may coordinate with your supervisor for a same day check in if you are not working the next day, please understand that it may or may not be feasible for the contracting supervisor to accommodate and will be at his sole discretion.

AMcomm has a very tight schedule in order to meet our client's demands, contractor check in is again between the hours of 7:30 AM to 8:30 AM, If you are not here timely, Contracting Supervisor will have full authority to issue an administrative back charge for this contractor caused delay in our schedule. Furthermore, some clients will note pay for any services that are not turned in on time, you understand and agree that you will have no recourse should our client elect not to pay for work not turned in the following morning.

#### Appearance:

Per your agreement, you have been contracted to complete work with customers of AMcomm Telecommunications Inc. and it Clients. We are required to fit the expected image of our clients and its customers. In today competitive market, Appearance is vital in protecting our customer's image. In Addition, there is also safety concerns associated with this request.

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#### Appearance policy

- 1. Black colored slacks, Jeans are expectable.
- Black Polo AMcomm issued preferred, but when unable, a blank Black polo or collard shirt is acceptable.
- 3. Any shirt with client logo must be acquired from client and or manufactured under their direction or approved by AMcomm as correct logo profile.
- 4. Hats are not required, but if you choose to ware a hat it must be either an AMcomm issue or acquired from client and or manufactured under their direction or approved by AMcomm as a correct logo profile.
- 5. OSHA approved work boots.
- 6. Contractor is issued a badge from by AMcomm and our Clients that clearly states "Contractor for". Clients badge must be worn at all time when representing them with their customers, your AMcomm approved Contractor badge must be available at any time upon request.
- 7. Vehicle Driven by contractor although white is preferred, must be reasonable in appearance and free from any leaks or hazard that could result in injury and or customer property damage. All work materials, tooling and customer equipment must be secured properly and attached in a manor that will not pose a risk that could result in injury and customer property damage.
- 8. All proper OSHA required hard hats, safety equipment and road side vests as legislated by OSHA when performing tasks that require such compliance.

#### Absolutely not Allowed

- 1. Shorts or skirts of any kind
- 2. Any shoe that is not considered a work shoe and OSHA approved
- 3. Any clothing with identifying logos of: marketing items, sport teams, humorous fraises, alcohol related, drug related, personal religious belief, foul language, business logos not affiliated with this agreement or any article that is not listed above as approved or that has not been approved by AMComm Telecommunications Inc as acceptable in writing.
- 4. Understanding that you are an independent contractor that may have other lines of business offerings and or clients you have agreed that when working for AMcomm Telecommunications Inc. and its clients you will only promote offerings and services of AMcomm Telecommunications Inc. or our clients. This means that you have agreed not to promote your independent services by virtue of any vehicle magnets, marketing literature, phone solicitations or verbal on sight offerings.

Contactors that do not conform to these agreed appearance and conduct terms will be subject to either a withdrawal of any work that has been issued for the day or immediate contract termination.

Work is scheduled based on contractor availability 48 hour in advance, if you are aware that you will not be able to take a contracted work load then we must have at minimum of 48 hour advance notice. You understand and agree that by breaching this agreement and positioning AMcomm with a work load that was not anticipated and or failure to pick up your issued work, you have delayed our schedule and could be back charged an administrative charge.

#### Understanding your VOD requirements:

Video on Demand - Contracted Technicians are required and compensated to run a VOD on EVERY BOX IN EVERY HOME we visit when working with our Comcast clients.

As agreed, you are paid to conduct this required service. It is understood and agreed that you have not properly completed any job for Comcast should you forget to run this demo. This action may result in, at AMcomm's discretion, your company being back charged or loss of this billable job.

Comcast is requiring us to accommodate this VOD requirement on ALL set top converters in the home there and above the primary work order objectives. You agree and understand that by not completing this very important task you will be back charged \$5 dollars per box per job

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#### Understanding a Line Call:

Line calls are created when technicians find that all proper installation and or service requirements have been meet by the contractor and at last resort it is your professional opinion that a problem exists on the main line facilities.

If you need to convert a job as line call you must first:

- Verify that all cable and components are up to Our Clients standards and the system does not have any foreign components in line that are not supplied by Comcast. I.e. Radio shack splitter, amps, cable.
- Confirm all cable in the home is RG-6 rated and not RG-59, as well as confirm that the integrity of the cable is in good shape.
- 3. After all professional attempt have been made and you are sure that this job is a line call you must contact your contractor supervisor for approval and verification.

If it is found that you have converted a job as a line call and the outcome is that you did not properly evaluate this job, you understand that you will not be paid for this job and possibly subject to a false line call back charge

#### Miscellaneous :

- 1. Wall fish installations are part of your contracted service offered
- Contractors are required to confirm with AMcomm personnel supervisor or clear code center at completion of their day and confirm fulfillment of all work issued.
- Contractor must put new tags on all new installs and new tags on all modem jobs, if this is not done you understand that you will lose this billable job.
- 4. Contractor understands that he must contact contracting supervisor or clear code center with any reason why a job needs rescheduling prior to leaving job.
- 5. Any contractor found to be falsifying Signal levels will have their contracts terminated.
- 6. Contractor agrees that they are fully responsible for any damages resulting in completion of their work. In the event that we have an unresolved issue that is still pending upon your contract termination and or contractors election to quit then contractor understands and agrees that AMcomm will have an estimated hold on payable revenues for up to 365 days based on estimated cost of repair.
- 7. Contractor understands and agrees that their daily completion forms do not represent a billable component until approved by AMcomm, our client and Sign off by you at week end.
- 8. Contractor understands that they have to get a clear code from our dispatch center for any job completed, prior to leaving subscriber location, to assure approval of payment on this task. Failure to do so may result in additional back charges as we have committed to this operational compliance with our clients.

#### Fuel and Cash Advancement

Contractor understands that AMcomm Telecommunications Inc. is not a Legal lending institution. Although we do understand that it can be difficult for individuals who have just started with the company, AMcomm may at its discretion assist with this need. All others should try and handle their personal affair without involving the work place.

Contractor understands that they are responsible for fueling their own vehicle. If, at Managements discretion we elect to assist in this need, you understand that you will be charged an additional administrative fee of \$5.00.

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#### Back Charge Rates

Administrative Fee's

1. Fuel \$5.00 (per use)
2. Paper work corrections \$5.00 (per Job)
3. Check in delay \$25.00 (per day)
4. No call no show \$100.00 (per day)
5. Re-route of allocated work load \$50.00 (per Day)

6. Administrative hour charge \$55.00 per hour 7. Failure to acquire Dispatch Clear Code \$25.00 per or Job

VOD back charge False line call back charge

\$25.00 + job \$100.00 + Job

Failure to complete proper work scope requiring new

Dispatch

\$25.00 + Job

Improper work order coding and required fields - Loss of Job (client discretion)
Failing spec back charge Loss of job (client discretion)

Contractor understands that this Addendum is in addition to their Contractor Agreement and will be added to your file and legally binding.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this contract to be executed by their duly authorized officers.

After Mid night Productions ("Independent Contractor")

BY: Share Michaels

DATE: 4.7.10

FITLE: Owner

Signed: Signed: Signed: ("COMPANY")

BY: Sax Sakultz DATE: 4/7/16

Initial all pages

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Signed: